

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2007, by MARION COUNTY SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234, hereinafter referred to as the "Union."

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RELATIONS BOARD

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification No. 7216, dated April 11, 2006.

INCLUDED: All regular full-time and regular part-time employees of the Marion County Roads Department, including equipment operators, mechanics, central shop assistant, utility inspector, and engineering technicians.

EXCLUDED: County engineer, assistants to the county engineer, office assistant, central shop supervisors, crew supervisors, and road maintenance supervisor and all others excluded by Iowa Code Section 20.4.

ARTICLE 2
GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to his/her immediate supervisor or his/her designated representative within five (5) calendar days following its occurrence or within five (5) days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within five (5) calendar days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Engineer or his/her designated representative within five (5) calendar days following the immediate supervisor's written answer. The Engineer and/or his/her designated representative shall meet with the aggrieved employee and/or the appropriate Union representative to discuss and attempt to resolve the grievance. Within ten (10) calendar days, the Engineer or his/her designated representative will answer the grievance in writing.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Chair of the Board of Supervisors or his/her designee within five (5) working days following the Engineer's answer. The Chair or his/her designee will answer the grievance within fifteen (15) working days of the receipt of the grievance.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) calendar days after the employee's receipt of the Engineer's answer given in Step 3. It

is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. The Union Steward shall be present at the time of all meetings dealing with the grievance.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.

If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of the notice of referral of a case to arbitration to select an arbitrator or to request, in writing, the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. Choice of the first strike shall be determined by coin flip. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide a resolution to the pending case. The arbitration hearing should occur within forty-five (45) days after the arbitrator has been determined or on the first date all the parties have available. The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, alter, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties. All grievance and arbitration meetings under this Article are to be held in private and not open to the public. Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

The Steward will be permitted to leave his/her work assignment after he/she has notified the Engineer or his designee that he/she is investigating a complaint or alleged violation of the contract or dealing with grievance matters. The Steward shall not leave his/her work until the Engineer or his designee has had reasonable time to provide a replacement, if necessary, and subject to overriding work considerations. It is understood that a formal meeting may be requested at each step of the grievance procedure.

ARTICLE 3 DISCHARGE

Discipline and discharge is not subject to the grievance procedure. In the event an employee is discharged from employment and upon request of the Union, the County will agree to participate in a mediation session with a mutually agreeable mediator from PERB. Should the parties not be able to mutually agree upon a mediator, then the parties will request that a mediator be appointed by PERB. Any expenses associated with the mediation will be equally shared by the parties, provided they were made known to and agreed to by the parties.

ARTICLE 4 SENIORITY

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. Seniority lists shall be updated and posted semi-annually.

An employee shall lose their seniority and the employment relationship shall be broken if the employee quits, is discharged or retires. Seniority rights will also be forfeited if the employee is absent from work for any reason for a period of one (1) year.

Job Posting Vacancies for full-time positions will be posted for a period of five (5) workdays at all occupied shops. The opening shall be awarded to the most senior employee provided that employee has the necessary skills and abilities to perform the job in the judgment of the Engineer. If no qualified applicants apply, in the judgment of the Engineer, the County will select an applicant from the outside.

Reduction in Force When the Employer determines that layoffs are necessary, those employees with the least seniority in the position/classification affected will be laid off first. The affected employee may replace the least senior employee in the department, provided the affected employee has previously held that position.

While on layoff, an employee is not eligible for holidays or any other benefits. Vacations, sick leave and seniority do not accrue during a layoff.

On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. Seniority and the employment relationship will terminate if the employee fails to report to work within five (5) calendar days after being notified to return to work.

ARTICLE 5 HOURS OF WORK AND OVERTIME

This Article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The following does not apply to instances in which the normal working hours cannot be followed due to snow or other non-normal situations:

Normal work hours shall be from 7:00 a.m to 3:30 pm Monday through Friday. During the normal day, the Employer will grant a one-half (1/2) hour unpaid lunch period scheduled at or near the middle of the day. A fifteen (15) minute rest period will be granted in the morning and afternoon. The work week for payroll purposes shall commence at 12:01 am on Saturday and end at 12:00 midnight the following Friday.

Overtime Overtime shall be paid at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate for hours worked in excess of eight (8) hours in a day or 40 hours in the workweek. Employees shall be paid time and one half (1 1/2) for hours worked on Saturday or Sunday. Overtime shall not be paid more than once for the same hours worked. Only hours worked shall be counted for purposes of computing overtime.

An employee wishing to receive paid time off (comp time) instead of being paid overtime may do so. All comp time earned in the previous fiscal year shall be taken by November 1st after the end of said fiscal year. Any unused comp time that an employee may have from the previous fiscal year shall be paid out at the applicable overtime rate. The use of comp time as paid time off shall be paid out at the applicable overtime rate. The use of comp time as paid time off shall follow the same rules as vacation time.

Call Back When an employee is called out to perform emergency work for such things as replacing stop signs, putting up barricades, etc., the employee will receive a minimum of one (1) hour of pay at the applicable rate of pay. This only applies when the employee is called by supervisory personnel to work and then returns home after the emergency work is complete. It does not apply when extra work is at the beginning or end of a normal work period.

ARTICLE 6 SICK LEAVE

Accumulation. Sick leave shall be accrued by a full-time employee at the rate of one and one-half (1 1/2) days per month to a total of ninety (90) days. Should an employee go below ninety (90) days, they will again accrue at the rate of one and one-half (1 1/2) days per month. If in any month, an employee uses more than ten (10) days sick leave, no sick leave will be earned for this month. Sick leave will be paid for on the basis of an eight (8) hour straight time day.

At the beginning of each year (July 1), the employee's sick leave balance in excess of ninety (90) days will be paid to the employee at the rate of one-half (1/2) his/her regular rate of pay for sick leave, if the employee has not used the eighteen (18) days earned in excess of the ninety (90) days. Sick leave may be used in one (1) hour increments.

Use of Sick Leave. Employees are eligible to use accumulated sick leave after the completion of 6 months of employment for any personal non-work related illness, injury, or temporary disability, including pregnancy. The Engineer may require a physician's certificate or evidence supporting absences due to illness or injury. Approval of sick leave is not automatic and must be approved by the Engineer.

Notification. When absences due to sickness are necessitated, the employee shall notify the Engineer or designated representative no later than one-half (1/2) hour before the start of the employee's shift. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Eligibility Employees are not eligible for sick leave benefits during the first 6 months of employment. After completion of 6 months of employment, sick leave earned during said time period will be credited to the employee's account as of his/her date of employment.

Date of Employment. For the purpose of this chapter, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th of the month will begin to accrue sick leave on the first day of the month following his/her employment.

Employees may not use sick leave for doctor/dental appointments unless the physician or dentist cannot schedule the appointment on the employee's non-work time.

Family Illness. Up to three (3) days of sick leave per year may be used if the employee's spouse, child, or parent is seriously ill or injured and requires extreme medical care.

Continuation of Vacation, Sick Leave and Health Insurance. All County benefits that operate on an accrual basis (such as vacation and sick days) continue to accrue only during the first thirty (30) days of any paid or unpaid sick leave absence. The County will continue to pay the County's share of the Health Insurance premiums during the first twelve (12) weeks of any paid or unpaid sick leave absence. The employee must pay his/her share of the premium if the employee desires the Health Insurance coverage to continue during the leave of absence.

Conversion of Sick Leave Upon Retirement No payment for accumulated sick leave will be made upon termination of employment, with the following exception. Employees who retire at age 62 or those who meet the full membership, service and age requirements under IPERS to retire may choose to continue participating in Marion County's health insurance plan. If an employee chooses to continue health insurance coverage, he or she may apply one-half of his or her unused sick leave pay toward health insurance premiums after retirement until age 65. For example, if an employee had 108 days of unused sick leave on the date of retirement, he would be eligible to apply 54 days times his daily salary toward the cost of health insurance premiums. The employee can only continue the coverage in effect at the time of retirement.

Leave Without Pay. Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, leave without pay may be granted by the Employer, in writing, for a period of time not to exceed the remaining period of disability after both sick leave and vacation leave have been exhausted. An employee granted leave without pay shall not accrue vacation, sick leave or other benefits except up to thirty (30) days of seniority. When the employee returns to work within six (6) months, he/she will be returned to the same shift and position or a comparable position. After six (6) months, it is understood that the Employer cannot hold the same job or shift open.

ARTICLE 7 JURY DUTY

Any regular full-time employee who is selected as a juror shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee shall be turned over to the Employer, with the exception of mileage and meals. Employees who are released from jury duty are expected to return to work.

ARTICLE 8 FUNERAL LEAVE

Each regular full-time employee shall be eligible for a paid leave of absence of up to three (3) days with pay in the event of the death of the following personal family members: spouse, children, parents, sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law. For aunts, uncles or being a pallbearer, an employee shall have one (1) day of pay.

Only days absent which would have been compensable workdays will be paid for at the rate of an eight (8) hour day. No payment will be made during layoffs or other unpaid leaves of absence. In order to get funeral leave, one of the days taken must include the day of the funeral. Funeral leave is a separate leave and is not deducted from any other leave account.

ARTICLE 9 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

New Year's Day
President's Day

Veterans Day
Thanksgiving Day

President's Day
Memorial Day
Labor Day
Independence Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Holidays are to be paid at the rate of eight (8) hours at the employee's straight time wage rate. The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday shall receive holiday pay plus time and one-half (1 1/2) the employee's regular hourly rate for hours worked on the holiday.

If a holiday falls on a Saturday, the Friday before shall be observed as the holiday. If the holiday falls on a Sunday, the Monday following shall be recognized as the holiday.

To be eligible for holiday pay, an employee must have worked or be on an approved paid leave the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. Exception: an employee who calls in sick the day before or after the holiday is not eligible for holiday pay.

An employee shall be entitled to an additional vacation day when a recognized holiday occurs during his/her time off work due to vacation. Said additional day must be taken the day before vacation starts or the date after the vacation period ends as long as it is within the same pay period as the vacation.

Employees are not eligible for holiday pay if on layoff or during an unpaid leave of absence. If a holiday falls within an approved paid sick leave absence, the employee will receive holiday pay and the day will not be deducted from the employee's accumulated sick leave.

Personal Day. All full-time employees are eligible for one (1) personal day each year. This day must be scheduled in advance and approved by the Engineer or his designee.

ARTICLE 10 INSURANCE

A County-wide health insurance committee comprised of representatives from County employees and management will be established. The total number of committee members to be determined by the Board of Supervisors. The committee will include two Secondary Road employees chosen by the Union. The purpose of the insurance committee is to study and explore alternative insurance plans and cost containment methods. Employees of the bargaining unit will receive the same health insurance plan(s) and the County will contribute the same amount toward premiums as it does for other County employees (Courthouse and Sheriff's Office employees). The County will offer a plan that includes single coverage at no cost to the employee.

The County will pay 100% of the monthly single premium for each regular full-time employee eligible for the County provided group dental insurance plan. If an employee elects to cover his/her eligible dependents, he/she may do so by paying the full cost of the dependent (difference between family single premium) monthly premium.

The County will pay the premium for a \$10,000 life insurance policy for each eligible regular full-time employee.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 11
VACATION

Full-time employees are eligible for vacation as follows:

<u>Years of Continuous Service</u>	<u>Days of Vacation/Year</u>
After 1 year of employment	5 days
After 2 years of employment	10 days
After 7 years of employment	15 days
After 14 years of employment	20 days
After 25 years of employment	25 days

All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment unless approved in writing by the Engineer.

All vacation requests are subject to the approval of the Engineer or his designee. Vacations will be given on a seniority basis as long as the vacation is applied for sixty (60) or more days in advance. If vacations are applied for with less than sixty (60) or more days in advance, it will be on a first come, first serve basis.

Upon resignation or termination from County service, an employee shall be paid on a pro rata basis for all unused vacation left at the time of termination.

Vacation pay will be at the employee's normal pay for the week for which he/she would have been regularly scheduled to work. Up to ten (10) days of accumulated vacation may be taken in daily increments. Vacation may be taken in one (1) hour increments with prior approval of the Engineer or designee.

ARTICLE 12
CHECKOFF

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Union dues from each paycheck and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Union, with an accompanying list of employees in the bargaining unit, identifying from whom payroll deductions were made. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall require thirty (30) days from the receipt of the written authorization before the first deduction can be made. The requests or forms authorizing dues to be deducted shall be provided by the Union.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

ARTICLE 13
CLOTHING

The County shall continue the clothing allowance that was in effect on July 1, 2006.

**ARTICLE 14
BULLETIN BOARD**

The Employer will provide space on a bulletin board in the Central, East, West and Bridge locations to be used by the Union for the purpose of posting official Union notices. Postings must have prior approval of the Engineer.

**ARTICLE 15
DURATION OF AGREEMENT**


THIS AGREEMENT shall be effective from July 1, 2007, and shall continue to remain in full force and effect until its expiration on June 30, 2008.


Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before October 15, 2007.

Signed this 26th day of MARCH, 2007.

EMPLOYER

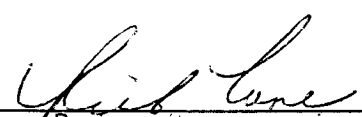
SECONDARY ROAD DEPARTMENT


By 
County Engineer

By 
Chairperson, County
Board of Supervisors

UNION

IUOE LOCAL 234

By 
Business Manager

By 
Business Representative

Acknowledged by:



Employer Representative

EXHIBIT A
WAGE SCHEDULE

Classification	Wage Rate 7-1-06	Wage Rate 7-1-07
Equipment Operator I	14.91	15.47
EO II - Truck Driver	16.98	17.62
EO II - Blade Operator	17.18	17.82
EO II - IRVM	17.29	17.94
Equipment Operator III	17.32	17.97
Mechanic I	17.45	18.10
Mechanic II	17.72	18.39
Mechanic III	17.90	18.57
Central Shop Assistant	17.41	18.06
Utility Inspector	15.51	16.09
Engineering Tech I	17.73	18.40
Engineering Tech II	18.33	19.02
Engineering Tech III	18.40	19.09

Newly hired full-time employees start at \$2.00 below the classification rate. With satisfactory performance, at 3 month intervals, the wage rate will be increased by \$0.50 per hour. The Engineer may modify the amount and timing of the above schedule at his discretion, but it is intended that the employee will reach the classification rate after 1 year of service.

Longevity. Regular full-time employees will receive longevity pay in the amount of one cents (\$.01) per hour for each year of service.